

Exhibit 1

AGREEMENT dated 10/12/18 between the City of New York (“City”) acting by and through the Mayor’s Office of Criminal Justice (“Department”), having an office located at 1 Centre Street, Room 1012 North, New York, NY 10007 and the Legal Aid Society (“Contractor”), a non-profit corporation with offices at 199 Water Street, New York, NY 10038.

WHEREAS, the Department recognizes its obligation to provide indigent criminal defense services in all five counties of New York City; and

WHEREAS, the Department issued a Request for Proposals PIN# 00217I0001 on December 13, 2016, seeking vendors to provide both homicide and non-homicide trial-level criminal indigent defense representation services; and

WHEREAS, the Contractor has been selected by means of a Competitive Sealed Proposal pursuant to §3-03 of the Procurement Policy Board Rules to provide these services citywide for the period of January 1, 2019 through June 30, 2021 (Fiscal Years 2019, 2020 and 2021), with homicide defense service program start up for the period of October 1, 2018 and December 31, 2018, and with renewal options through June 30, 2025 (Fiscal Year 2025); and

WHEREAS, the Department has a grant letter with the New York State Office of Indigent Legal Services (OILS) to provide indigent immigration services citywide through the Department’s indigent defense contracts, \$382,781 of which is allocated to the Contractor for each of Fiscal Years 2020 and 2021, for a total maximum contract value of \$765,562; and

WHEREAS, for a total maximum contract value of \$268,993,814, the maximum fiscal year contract values are as follows for: Fiscal Year 2019: \$52,548,260; Fiscal Year 2020: \$108,222,777; and Fiscal Year 2021: \$108,222,777; and

WHEREAS, Contractor, having been awarded the Contract, is ready, willing and able to perform; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.01 Definitions

The following words and phrases, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. “Board of Directors” or “Board” means the board of directors, board of trustees, or a similar body vested with the duty and responsibility for management and oversight of Contractor’s affairs as they relate to its performance under this Agreement.

B. Vacancies. Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer, Chief Operating Officer, and/or the functional equivalent of such positions and appointments or resignations of key employees (as the phrase "key employee" is defined in the Instructions to IRS Form 990).

C. Board compensation. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a listing of all members of its Board of Directors and identify any of its members who receive compensation in any form, including but not limited to salary, stipend, per diem payments, and/or payments for services rendered, from Contractor or its affiliates, together with the amount of any such compensation, regardless of the source of its payment, and a description of its purpose.

Section 6.03 Collective bargaining. Contractor acknowledges that neither the City nor the Department is responsible or shall be liable for any obligations contained in any agreement into which Contractor or a representatives of Contractor has entered concerning the collective bargaining rights or benefits of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable Laws governing the use of funds in connection with union activities.

Section 6.04 Recruitment and hiring of staff.

A. Maintenance of skilled staff. Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Scope of Work and perform necessary administrative functions throughout the term of this Agreement, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the program; and implementation of any corrective actions required by the Department.

B. Background checks.

1. **Recruitment; Screening; Fingerprinting:** Contractor shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, experience and skills necessary for working with clients and participants. Where consistent with State and federal law, if directed by the Department, Contractor will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.

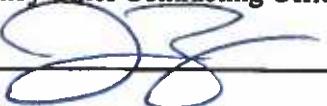
2. **Convictions, Non-Pending Arrests and Criminal Accusations, and Pending Arrests:** Contractor shall comply with Subdivisions 15 and 16 of Section 296 the New York Executive Law, Article 23-A of the New York Correction Law, and Subdivisions 11 and 11-a of the Admin Code. Such laws pertain to unlawful discriminatory employment practices in connection with individuals with convictions, non-pending arrests or criminal accusations, and/or pending arrests.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

CITY OF NEW YORK

By: Jamison Blair,

Agency Chief Contracting Officer



CONTRACTOR

By:



Scott Rosenberg

Title: General Counsel

13-5562265

Fed. Employer I.D. No. or Soc. Sec. No.

Approved as to Form and
Certified as to Legal Authority

Acting Corporation Counsel

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 15 day of October 20 18, before me personally came Jamison Blair, to me known and known to me to be Agency Chief Contracting Officer of the NEW YORK CITY MAYOR'S OFFICE OF CRIMINAL JUSTICE, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.



Notary Public or Commissioner of Deeds.

SCOTT MATHEWS-NOVELLI
Notary Public, State of New York
Reg. No. 02MA6348201
Qualified in Kings County
Commission Expires September 19, 2020

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of New York County of New York ss:

On this 12th day of October 20 18 before me personally came Scott Rosenberg, to me known, who, being by me duly sworn did depose and say that he/she ~~resides~~ ^{is employed at} 199 Water St., 6th Floor, New York, NY 10038; that he/she is the General Counsel of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.



The Legal Aid Society

Notary Public or Commissioner of Deeds.

EDGAR MONASTERIO
Notary Public, State of New York
Registration # 01MO6329662
Qualified in Nassau County
Commission Expires August 31, 2019

Indigent Criminal Defense Trial Agreement
 The Legal Aid Society
January 1, 2019 to June 30, 2021

Page 1

Appendix B

The Legal Aid Society
SCOPE OF SERVICES
January 1, 2019 to June 30, 2021

I. Definitions

A. Case:

1. One or more charge(s) against a single individual arising in a single court and contained in a single charging instrument, except where several such instruments refer to a single alleged incident. Where charges listed on several charging instruments relate to a single alleged incident and are prosecuted together in a single court, it is deemed as a single case. Where those instruments result in separate prosecutions in separate courts, they are deemed separate cases. A transfer to county court from local court for felony prosecution should not be counted as a new case. Lower level charges within individual charging instruments should not be deemed separate cases. Where a series of related offenses occurring in different places over time are charged on separate charging instruments or are arraigned in different courts, these are deemed separate cases. Where a single accusatory instrument, including a sealed indictment, alleges a number of offenses taking place on different days in different places, this is deemed as one case because it originates in one court and one charging instrument.

2. Completion of a case is deemed to occur when all necessary legal action has been taken during the following period(s): From arraignment through disposition; from arraignment through transfer to Family Court after the material delivery of legal services; from arraignment through the necessary withdrawal of counsel after the material delivery of legal services; or from the entry of counsel into the case (where entry into the case occurs after arraignment through no fault of the Contractor) through disposition or necessary withdrawal after the material delivery of legal services.

B. Client: An indigent person who receives legal representation from a provider in relation to a case.

C. Conflict Cases: A case that commences at the time of assignment in arraignment or post-arraignment where the primary shift provider assigned in that arraignment shift, or existing counsel in the case of post-arraignment assignment, is unable to accept or continue the case due to a conflict of interest or by order of the court.

Indigent Criminal Defense Trial Agreement
 The Legal Aid Society
January 1, 2019 to June 30, 2021

Page 2

- D. *Homicide*: Any case where the top charge, as charged or assigned on or after January 1, 2019, is defined under Sections 125.25, 125.26, or 125.27 of the New York State Penal Law.
- E. *Intake*: A primary or conflict case assigned to a provider, pursuant to the Indigent Defense Plan for the City of New York (43 RCNY §13).
- F. *Non-Homicide*: Any felony, misdemeanor, violation or infraction, except where the top charge is a Homicide as defined in this Appendix B.
- G. *Parole Revocation*: Any case where an individual has been released on parole and is being charged with some violation of that parole.
- H. *Primary Cases*: A case that commences at the time of assignment either at arraignment or by order of the court.
- I. *Primary Shift*: The arraignment shift for a provider designated to be the default recipient of case assignments from the court and responsible for performing initial case conflict of interest assessments.
- J. *Weighted Case*: For purposes of determining case intake and caseload, a case where the top charge is a misdemeanor or violation shall be weighted as 1 case, and a case where the top charge is a felony shall be weighted as 2.66 cases.

II. Criminal Trial Representation

Case Intake & Arraignment

A. Non-homicide case intake:

1. During the period January 1, 2019 to June 30, 2019, Contractor shall intake the following share of all primary and conflict non-homicide weighted cases assigned by the courts on the basis of indigence to institutional indigent defense providers in each specified County:
 - i. 51% in Bronx County;
 - ii. 56% in Kings County;
 - iii. 66% in New York County;
 - iv. 60% in Queens County; and
 - v. 100% in Richmond County.
2. During the period July 1, 2019 to June 30, 2020, Contractor shall intake the following share of all primary and conflict non-homicide weighted cases assigned by the courts on the basis of indigence to institutional indigent defense providers in each specified County:
 - i. 51% in Bronx County;

Indigent Criminal Defense Trial Agreement
The Legal Aid Society
January 1, 2019 to June 30, 2021

Page 3

- ii. 56% in Kings County;
 - iii. 66% in New York County;
 - iv. 60% in Queens County; and
 - v. 100% in Richmond County.
3. During the period July 1, 2020 to June 30, 2021, Contractor shall intake the following share of all primary and conflict non-homicide weighted cases assigned by the courts on the basis of indigence to institutional indigent defense providers in each specified County:
- i. 51% in Bronx County;
 - ii. 56% in Kings County;
 - iii. 66% in New York County;
 - iv. 60% in Queens County; and
 - v. 100% in Richmond County.

B. Homicide case intake:

1. During the period January 1, 2019 to June 30, 2019, Contractor shall intake the following share of all primary and conflict homicide cases assigned by the courts on the basis of indigence to institutional indigent defense providers in each specified County:
 - i. 72% in Bronx County;
 - ii. 50% in Kings County;
 - iii. 33% in New York County;
 - iv. 50% in Queens County; and
 - v. 100% in Richmond County.
2. During the period July 1, 2019 to June 30, 2020, Contractor shall intake the following share of all primary and conflict homicide cases assigned by the courts on the basis of indigence to institutional indigent defense providers in each specified County:
 - i. 72% in Bronx County;
 - ii. 50% in Kings County;
 - iii. 33% in New York County;
 - iv. 50% in Queens County; and
 - v. 100% in Richmond County.
3. During the period July 1, 2020 to June 30, 2021, Contractor shall intake the following share of all primary and conflict homicide cases assigned by the courts on the basis of indigence to institutional indigent defense providers in each specified County:
 - i. 72% in Bronx County;
 - ii. 50% in Kings County;
 - iii. 33% in New York County;
 - iv. 50% in Queens County; and

Indigent Criminal Defense Trial Agreement
The Legal Aid Society
January 1, 2019 to June 30, 2021

Page 4

v. 100% in Richmond County.

C. Arraignment Shifts:

1. Arraignment shift assignments are made by the City, in consultation with relevant providers, and take into account a fair distribution of case type (felony, misdemeanors, and violations), shift volume, night and weekend shifts, and the contracted county case-share.
2. The Contractor will ensure that all assigned shifts are adequately staffed with attorneys and necessary support staff. For each homicide primary or conflict shift assigned to the Contractor, the Contractor will ensure that a homicide-qualified attorney is less than 30-minutes travel distance from any relevant courthouse to represent at arraignment a defendant charged with a homicide. The Contractor will ensure that an investigator and social worker will be on-call or present for each daytime primary shift, or available as-needed for night primary shifts, assigned to Contractor to address relevant issues arising during that arraignment shift.
3. The Contractor shall notify the Department of irregular arraignment shift activity. If necessary, the City will reevaluate the arraignment shifts staffed by the Contractor, and, to the extent possible, reassign arraignment shifts in order to meet contractual objectives.
4. The parties understand that the Contractor has no control over the number of arrests coming into the arraignment shifts staffed by the Contractor or the number of cases where the primary shift provider determines a conflict of interest. Should the number of arrests drop for some period of time, it would likely affect the number of cases taken in by the Contractor. The effect of such outside factors will be taken into consideration in assessing the Contractor's compliance with the terms of the Agreement and future contract.
5. When in a primary shift, Contractor shall assess each case for conflicts and, where possible, transfer such conflict cases as soon as the conflict becomes apparent to the conflict provider or, where appropriate, assigned counsel.

Representation Standards & Qualifications

D. Representation in a criminal trial case may include, but is not limited to, the following where applicable:

1. Attorney representation at all court appearances and proceedings from the point of assignment up to and including filing a notice of appeal as well as an application for poor person relief on appeal;
2. Grand jury representation;
3. Matters relating to bail;

Indigent Criminal Defense Trial Agreement
 The Legal Aid Society
January 1, 2019 to June 30, 2021

Page 5

- 4. Psychological evaluations;
 - 5. Specialized legal and/or supportive services related, but not limited, to behavioral health, domestic violence, and substance abuse.
 - 6. Investigative and social work support services;
 - 7. Consultations with client by telecommunication and/or jail visits, as needed;
 - 8. Consultations with client's family, as requested by client;
 - 9. Interlocutory appeals;
 - 10. Subsequent in-county arrests while the initial case is pending;
 - 11. Preparation of pre-sentence reports and referral to alternative to incarceration and drug treatment programs;
 - 12. Parole violations;
 - 13. Probation proceedings;
 - 14. Providing copies of motions and court papers, as request by client; and
 - 15. Advisement of appellate rights and preparation of notices of appeal to the extent required by controlling law, rule or standard.
- E. The Contractor shall maintain an appropriate number of attorneys on staff who are qualified to meet the minimum substantive qualification requirements of the applicable jurisdiction's misdemeanor, felony, and homicide assigned counsel panels, or any other relevant qualification requirement within the jurisdiction.
- F. Any lead attorney in a homicide case must meet the minimum substantive qualification requirements of the applicable jurisdiction's homicide assigned counsel panel, or any other relevant qualification requirement within the jurisdiction.
- G. The Contractor shall abide by the New York State Unified Court System Rules of Professional Conduct.
- H. The Contractor will immediately notify the Department in writing when it becomes aware that a complaint lodged with a professional disciplinary body has resulted in reprimand, suspension, or disbarment of any attorney who is a member of the Contractor's staff or working for the Contractor at the time of the infraction, complaint lodging, or disciplinary body decision.

Additional Services & Operations

- I. The Contractor shall provide constitutionally and statutorily mandated immigration advisals to non-citizen clients in order to inform clients of potential immigration consequences of disposition.
- J. To the extent that funding permits, the Contractor may provide immigration services, beyond advisals specified in Section II(I), and other collateral consequence services for criminal case clients.

- K. The Contractor will work with the City to analyze and address issues related to criminal case processing. As such, the Contractor will be part of both the coordinating committee and County based teams. The coordinating committee will meet regularly to ensure progress on Supreme Court process and to address additional systemic issues identified by the coordinating committee and County teams. The County team will consist of the District Attorney's Office, the Contractor, and the court to do a thorough investigation into causes of delay in each County.
- L. The Contractor shall ensure that interpreter/translation services are available for those cases in which they are necessary.
- M. The Contractor shall maintain an office that is accessible to public transportation and the criminal courts in Bronx, Kings, New York, Queens and Richmond Counties.
- N. The Contractor shall maintain a phone answering system whereby incoming calls will be answered by staff when the office is open, at minimum Monday through Friday (except for New York City-observed holidays), 9:00am – 5:30pm and a system for clients to leave non-emergency messages during off-hours and receive return calls within a reasonable time period.
- O. The Contractor will provide a shuttle service from New York, Kings, Queens, and Bronx Counties to Rikers Island for attorneys and social workers. This service shall be made available to personnel from the institutional providers and the assigned counsel plans of the First and Second Departments.

III. Parole Revocation Representation

- A. From the time the Contractor assumes the representation of indigent parolees on parole revocation proceedings, such representation will be provided to such parolees on all parole revocation proceedings and will include legal representation as well as social work intervention.
- B. The Contractor will also handle post-conviction proceedings arising from its own cases.
- C. The Contractor will monitor completed cases to ensure that adjudicated parole violators are transferred in a timely manner to the custody of the New York State Department of Correctional Services.

IV. CPL 730 Exam Expediting

Indigent Criminal Defense Trial Agreement
The Legal Aid Society
January 1, 2019 to June 30, 2021

Page 7

- A. The Contractor will dedicate resources specified in Appendix C of this Agreement to provide expedited CPL 730 exam representation, support and processing for applicable Legal Aid clients in Queens.
- B. The Contractor will submit reports related to 730 exam expediting in the format prescribed by the City and on a timeframe as prescribed by the City.

V. *Bail Advocacy (“Second Look”)*

- A. The Contractor will dedicate resources specified in Appendix C of this Agreement to bail advocacy services for Legal Aid clients.
- B. The Contractor will provide the following bail advocacy services, as appropriate:
 - 1. Craft bail packages;
 - 2. Challenge denials of enrollment in Supervised Release;
 - 3. Work in conjunction with social workers to find programming, present diagnoses and treatment plans, research and present client histories to judge and prosecutors;
 - 4. Challenge adverse bail decisions through the use of bail review hearings and writs of habeas corpus;
 - 5. Connect eligible clients to bail funds; and
 - 6. Challenge denied writs in the Appellate Division.
- C. The Contractor will submit reports related to bail advocacy in the format prescribed by the City and on a timeframe as prescribed by the City.

VI. *Reporting & Data Maintenance*

- A. The Contractor shall collect case-level data at arraignment and through the completion of a case, and reliably record such information in a centralized electronic case management system so that it can be efficiently reviewed, analyzed, and distributed.
- B. As requested herein and as required by the City at the City’s sole discretion, the Contractor shall provide the City and relevant stakeholders, including third-party evaluators designated by the City, with operational, narrative and case-related data, including, but not limited to, attorney intake and caseloads, staffing ratios, representation or service activity and outcomes, budgeting, and expenditures. The Contractor shall submit such reports in accordance with Appendix D or otherwise in a format proscribed by the City. The Contractor will work in conjunction with the City and/or outside third-parties to provide sufficient data and access to evaluate program implementation, operations and outcomes.

Indigent Criminal Defense Trial Agreement
The Legal Aid Society
January 1, 2019 to June 30, 2021

Page 8

- C. The Contractor shall submit monthly, quarterly, and annually case-level, office-level, narrative and aggregated data reports related to various performance indicators and best practices, in accordance with Appendix D or as otherwise requested by the City. The Contractor shall submit periodic reports no later than 30 days after the end of the relevant period, except annual reports that the Contractor shall submit no later than 60 days after the end of the relevant fiscal year.
- D. As appropriate, the Contractor shall internally review and analyze data to determine the extent to which certain performance indicators and best practices are being carried out, to improve oversight and monitoring of attorney activities and caseloads, and to optimize Contractor operations.
- E. Contractor agrees to participate in the design and review of the City's Justice Provider System (JPS), a web-based program and data management system to facilitate referrals to – and oversight of –Alternative-to-Incarceration (ATI), Alternative-to-Detention (ATD), and Supervised Release programs.